When Recorded, Return to

Department of Design, Construction and Land Use

Site Team 700 Fifth Avenue, Suite 2200 Seattle, WA 98104-5070

SPECIAL SEWER CONNECTION CHARGE CONTRACT (SMC 21.24.030)

SPECIAL SEWER CONNECTION CHARGE CONTRACT (SMC 21.24.030)

the

favor

of

, ("Owner") of the
following described property situated in the City of Seattle, King County, State of Washington:
In consideration of the privilege of connecting said property, which has not been previously assessed or otherwise charged for City sewers, to the existing City sewer system, Owner hereby agrees and covenants with the City, pursuant to SMC 21.24.030, as follows:
1. Owner warrants and agrees that Owner has bargained for and negotiated this Contract and that all owners have executed this Contract.
2. Owner agrees to pay a special connection charge, computed in accordance with SMC 21.24.040, in the amount of \$, of which \$ (at least 5% of the total), has been paid to the City, the receipt of which is hereby acknowledged.
3. Owner agrees to pay the unpaid balance in forty (40) quarterly installments, payable on each January 1, April 1, July 1 and October 1, together with the interest at per annum, a rate commensurate with the annual one-year rate for U.S. Treasury notes and bonds, adjusted for constant maturities, as published in the Federal Reserve Bulletin or otherwise available from the Federal Reserve Bank, for the year the connection is made with the City sewer, computed annually on unpaid balances.
4. Owner understands and agrees that any unpaid balance, together with interest, may be paid in full in any year at the time the first quarterly payment of such year is due and payable.
5. Owner understands and agrees that delinquent payments under this Contract may become a lien upon the above-described property as provided in RCW 35.67.200, and enforceable in accordance with R.C.W. 35.67.220 through 35.67.280. Owner understands and agrees that, as an additional means of enforcing the lien, the water service to such property may be cut off in accordance with RCW 35.67.290 until the delinquent installments are made.

THIS SEWER CONNECTION CHARGE CONTRACT ("Contract") is executed in

of

City

Seattle

("City")

by

the

- 6. Owner agrees that this Contract shall be a covenant running with the land and shall be binding upon Owner and Owner's heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants forever.
- 7. Owner has applied to the City for the following permits or approvals for the property legally described above:

Type(s) of permit sought: Side Sewer Date(s) of application: See front page Application Number: See front page

SIGNATURES, ACKNOWLEDGEMENTS AND NOTARY (INDIVIDUAL—attach more pages if needed)

Dated:	State of Washington))ss
	County of)
Owner/Grantor	is the person who appear signed this instrument an	ve satisfactory evidence that red before me, and said person acknowledged that he/sha nd acknowledged it to be his/her free and voluntary act for
Printed Name	the uses and purposes m	nentioned in the instrument.
	Date:	NOTARY PUBLIC in and for the State of
Address		Washington Residing at My commission expires: PRINT NAME:
		Use this space for Notary Seal
Dated:	State of Washington)) ss
Owner/Grantor	County of) ve satisfactory evidence that
Printed Name	is the person who appear signed this instrument an	red before me, and said person acknowledged that he/she and acknowledged it to be his/her free and voluntary act for mentioned in the instrument.
Address	Date:	NOTARY PUBLIC in and for the State of
		Washington Residing at My commission expires: PRINT NAME:
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(CORPORATE OWNER, PARTNERSHIP OWNER, LIMITED LIABILITY COMPANY OWNER/OTHER LEGAL ENTITY OWNER—attach more pages if needed)

	State of Washington)
	County of)ss)
Owner/Grantor	I certify that I know or have satisfactory evidence that is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the
Printed Name	(type of authority, e.g., partner, trustee, title of officer, personal representative, guardian, attorney in fact for a principal, etc.) of (name of owner/entity on behalf of whom instrument was executed), to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.
Address	Date:
Ву	NOTARY PUBLIC in and for the State of Washington Residing at
	My commission expires:PRINT NAME:
Printed Name	
Its	
	Use this space for Notary Seal
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Date:)ss County of)
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